

State of Hawaii
DEPARTMENT OF LAND AND NATURAL RESOURCES
Division of Forestry and Wildlife
Honolulu, Hawaii 96813

May 11, 2007

Chairperson and Members
Board of Land and Natural Resources
State of Hawaii
Honolulu, Hawaii

Land Board Members:

**SUBJECT: REQUEST FOR AMENDMENT OF THE HAWAII INVASIVE
SPECIES CONTRACT 54965 WITH THE UNIVERSITY OF HAWAII SO
THAT A TIME EXTENSION TO 9/30/08 MAY BE PURSUED**

This Board Submittal approves the amendment to the Hawaii Invasive Species Council (HISC) contract 54965 with the University of Hawaii, involving building the technical capacity of the Hawaii Island Invasive Species Committees. The Board authorizes the Chairperson to enter into contract for these services, is subject to the certification of availability of funds and approval as to form by the Attorney General's Office.

BACKGROUND: The Department of Land and Natural Resources published a Request for Proposal (RFP) on May 13, 2005 on the State Procurement Office website for the FY06 HISC Program. The primary purpose of the HISC is to provide the institutional framework for leadership and coordination for a statewide invasive species prevention and control program.

HISC received an administrative budget of \$4 million for the initial year to provide support for the operations of the HISC and its cooperating partners, to develop a comprehensive state-wide invasive species prevention, control, research, application of new technology, and outreach program. Of that amount, 17 grants were selected for funding through the Research and Technology program requiring \$600,165 in HISC funding. These funds are matched with \$983,572 in non-state dollars.

The following HISC contract requires an amendment for a time extension (extended to 9/30/08):

<u>Contract 54965 – UH</u>	<u>Contract Recipient</u>	<u>Contract Amount</u>
Building the Technical Capacity of the Hawaii Island Invasive Species Committees: Database Enhancements and Standard Reporting	University of Hawaii PI: Barbara Gibson, PhD	29,288.00

CONTRACT PROVISIONS:

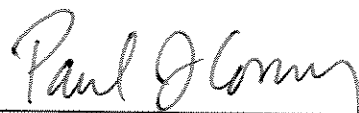
This amendment will be negotiated with the identified organization to implement the project in accordance with their awarded proposal. Upon approval by the Board, the Division will submit the amendment for review and approval as to form by the Attorney General, and process the document for signature by the Chairperson.

RECOMMENDATION:

That the Board authorizes the Chairperson to negotiate and execute the amendment to the contract 54965 as outlined above subject to:

1. Approval as to form by the Attorney General's Office.

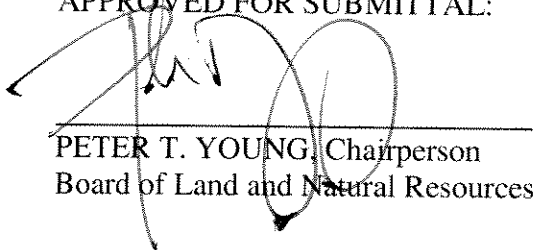
Respectfully submitted



PAUL J. CONRY, Administrator
Division of Forestry and Wildlife

Attachment

APPROVED FOR SUBMITTAL:



PETER T. YOUNG, Chairperson
Board of Land and Natural Resources

**STATE OF HAWAII
CONTRACT FOR GOODS OR SERVICES
BASED UPON COMPETITIVE SEALED PROPOSALS**

This Contract, executed on the respective dates indicated below, is effective as of July 11, 2006, between Department of Land and Natural Resources,
(Insert name of state department, agency, board or commission)
State of Hawaii ("STATE"), by its Chairperson
(Insert title of person signing for State)
(hereafter also referred to as the HEAD OF THE PURCHASING AGENCY ("HOPA")), whose
address is P.O. Box 621, Honolulu, Hawaii 96809
and University of Hawaii,
("CONTRACTOR"), a state agency
(Insert corporation, partnership, joint venture, sole proprietorship, or other legal form of the Contractor)
under the laws of the State of Hawaii, whose business address and taxpayer
identification number are as follows: Office of Research Services, Sakamaki D200,
2530 Dole St., Honolulu, HI 96822 99-6000354

RECITALS

A. The STATE desires to retain and engage the CONTRACTOR to provide the goods or services, or both, described in this Contract and its attachments, and the CONTRACTOR is agreeable to providing said goods or services or both.

B. The STATE has issued a request for competitive sealed proposals, and has received and reviewed proposals submitted in response to the request.

C. The solicitation for proposals and the selection of the CONTRACTOR were made in accordance with section 103D-303, Hawaii Revised Statutes ("HRS"), Hawaii Administrative Rules, Title 3, Department of Accounting and General Services, Subtitle 11 ("HAR"), Chapter 122, Subchapter 6, and applicable procedures established by the appropriate Chief Procurement Officer ("CPO").

D. The CONTRACTOR has been identified as the responsible and responsive offeror whose proposal is the most advantageous for the STATE, taking into consideration price and the evaluation factors set forth in the request.

E. Pursuant to HRS 171-6, the STATE is
(Legal authority to enter into this contract)
authorized to enter into this Contract.

F. Money is available to fund this Contract pursuant to:

(1) S-06-314-530 ; LNR 402; Act 178, SLH 2006.
(Identify state sources)

or (2) N/A
(Identify federal sources)

or both, in the following amounts: State \$ 29,288.00
 Federal \$ zero

NOW, THEREFORE, in consideration of the promises contained in this Contract, the STATE and the CONTRACTOR agree as follows:

1. Scope of Performance. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all the goods or services, or both, set forth in the request for competitive sealed proposals number HISC RT 005 ("RFP"), and the CONTRACTOR'S accepted proposal ("Proposal"), both of which, even if not physically attached to this Contract, are hereby made a part of this Contract.

2. Compensation. The CONTRACTOR shall be compensated for goods supplied or services performed, or both, under this CONTRACT in a total amount not to exceed Twenty-nine thousand two hundred eighty-eight----- DOLLARS (\$ 29,288.00), including taxes, at the time and in the manner set forth in the RFP and CONTRACTOR'S Proposal.

3. Time of Performance. The services or goods required of the CONTRACTOR under this Contract shall be performed and completed in accordance with the Time of Performance set forth in Attachment X, which is hereby made a part of this Contract.

4. Bonds. The CONTRACTOR ☐ is required to provide ☒ is not required to provide ☐ a performance bond ☐ a payment bond ☐ a performance and payment bond in the amount of _____ DOLLARS (\$ _____).

5. Standards of Conduct Declaration. The Standards of Conduct Declaration of the CONTRACTOR, is attached to and is made a part of this Contract.

6. Other Terms and Conditions. The General Conditions and any Special Conditions are attached hereto and made a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control. In the event of a conflict among the documents, the order of precedence shall be as follows: (1) This Contract, including all attachments and addenda; (2) the RFP, including all attachments and addenda; and (3) Proposal.

7. Liquidated Damages. Liquidated damages shall be assessed in the amount of zero DOLLARS (\$ _____) per day, in accordance with the terms of paragraph 9 of the General Conditions.

8. Notices. Any written notice required to be given by a party to this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice to the STATE shall be sent to the HOPA'S address indicated in the Contract. Notice to the CONTRACTOR shall be sent to the CONTRACTOR'S address indicated in the Contract. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the STATE in writing of any change of address.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures, on the dates below, to be effective as of the date first above written.

STATE


(Signature)

PETER. T. YOUNG

(Print Name)

Chairperson

Department of Land and Natural Resources

(Print Title)

July 11, 2006

(Date)

CORPORATE SEAL
(If available)

CONTRACTOR

University of Hawaii

(Insert Name of Contractor)

M. Fam

(Signature)

for

CHRISTOPHER HELM

KEVIN HANAOKA

(Print Name)


Interim Director of Research Services *

(Print Title)

6/23/2006

(Date)

APPROVED AS TO FORM:


Deputy Attorney General

*Evidence of authority of the CONTRACTOR'S representative to sign this Contract for the CONTRACTOR must be attached.



STATE OF HAWAII

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF HAWAII)
) SS.

CITY AND COUNTY OF HONOLULU)

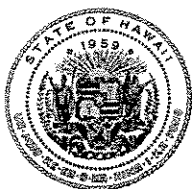
On this 23rd day of June, 2006 before me appeared
Marianne Lem and Christopher Helm, to me
known, to be the person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are
Contract Specialist and Interim Director of Research Services of
the University of Hawaii, the
CONTRACTOR named in the foregoing instrument, and that he/she/they is/are authorized to sign said
instrument on behalf of the CONTRACTOR, and acknowledges that he/she/they executed said
instrument as the free act and deed of the CONTRACTOR.

(Notary Seal)

Charlene Matsuda
(Signature)
Charlene Matsuda
(Print Name)

Notary Public, State of Hawaii

My commission expires: 6/2/2010



STATE OF HAWAII
**CONTRACTOR'S
STANDARDS OF CONDUCT DECLARATION**

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of University of Hawaii, CONTRACTOR, the undersigned does declare as follows:

1. CONTRACTOR ☐ is ☒ is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. CONTRACTOR has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. CONTRACTOR has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

CONTRACTOR understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

CONTRACTOR

By M. Sam
(Signature)

Print Name for KEVIN HANAOKA

Print Title Interim Director-ORS

Name of Contractor University of Hawaii

Date 6/23/2006

* Reminder to Agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract must be awarded by competitive sealed bidding under section 103D-302, HRS, or a competitive sealed proposal under section 103D-303, HRS. Otherwise, the Agency may not award the Contract unless it posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

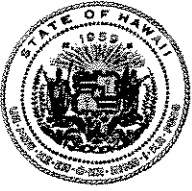


STATE OF HAWAII

SCOPE OF SERVICES

The Contractor shall perform and provide in a satisfactory and proper manner for and as determined by the Department of Land and Natural Resources, Division of Forestry and Wildlife, for a period of eight (8) months commencing from the official date on the notice to proceed, all in strict accordance with the terms and conditions of this agreement, the following:

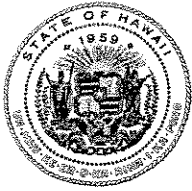
1. Determine specific database requirements and standard methods to accommodate survey, control, and non-action work for vertebrate and invertebrate management activities.
2. Implement database enhancements to each island invasive species committee (ISC) database to accommodate the entry, query, analysis, and reporting of vertebrate and invertebrate data.
3. Provide for review of all database modifications by each ISC office.
4. Modify the ISC Statewide Reporting System and integrate data elements to allow for the efficient aggregation of statewide ISC data on vertebrates and invertebrates.
5. Coordinate and facilitate ISC coordinators and data managers, as well as state and federal agency personnel to determine the technical requirements for ISC early detection work.
6. Implement database enhancements to each ISC database to accommodate the entry, query, analysis, and reporting of early detection data.
7. Provide for review of all database modifications by each ISC office
8. Modify the ISC Statewide Reporting System and integrate data elements to allow for the efficient aggregation of statewide ISC data on early detection.
9. Deliver a written progress report on or before July 30, 2006, either electronically or in hard copy. The report must document the status of the eight tasks listed above.
10. Deliver a final written report upon completion of the project, either electronically or in hard copy. The report must document completion of the nine tasks listed above, including an executive summary of 250 words or less.



STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

1. Scope of Payment. In full consideration of the services to be performed under this Contract, the STATE agrees to pay the CONTRACTOR a total sum not to exceed TWENTY-NINE THOUSAND TWO-HUNDRED EIGHTY-EIGHT DOLLARS (\$29,288).
2. Advance Payment. Upon application by the CONTRACTOR, the STATE will make an advance payment upon presentation of an invoice in the amount of FOURTEEN THOUSAND SIX HUNDRED FORTY-FOUR DOLLARS (\$14,644).
3. Progress Payments. Upon completion and acceptance of each and any of the first six tasks in the Scope of Services (Attachment - S1), and upon application by the CONTRACTOR, the STATE will make progress payments upon presentation of invoices for documented allowable reimbursable expenses, the total sum of which is not to exceed ELEVEN THOUSAND SEVEN HUNDRED FIFTEEN DOLLARS (\$11,715). Payment of a progress payment shall not be construed as an absolute acceptance of the work done up to the time of the payments, but the entire work is subject to acceptance at the time the CONTRACTOR advises the STATE that the work is completed.
4. Retainage Payment. A retainage payment of TWO THOUSAND NINE HUNDRED TWENTY-NINE DOLLARS (\$2,929) of the total payment shall be withheld by the STATE until the CONTRACTOR successfully complies with all terms of this agreement.
5. Initiating Work. All work completed by the CONTRACTOR prior to the receipt of a fully-executed copy of this CONTRACT shall be at the CONTRACTOR's own volition, risk, and expense, including work performed during the period of any deliberations by the Board or Department of Land and Natural Resources in anticipation of a contract; provided, however, that if funding applicable to such work becomes available and is appropriated, the CONTRACTOR may be paid for such work even if performed prior to such approval.
6. Performance Delays. The CONTRACTOR shall not be allowed additional compensation in the event of delays in performance.



STATE OF HAWAII

TIME OF PERFORMANCE

The time of performance is eight (8) months, commencing on the official date on the notice to proceed.

Schedule of Activities:

Phase 1:

Month 1 thru Month 2

Solicit technical requirements of ISC's needs for the vertebrate / invertebrate database module.

Month 2 thru Month 3

Begin development of M.S. Access-based vertebrate/ invertebrate database module.

Month 4 thru Month 5

Allow for ISC review of vertebrate/ invertebrate database enhancements.

Make any changes based on ISC review

Month 6

Integrate necessary elements of vertebrate / invertebrate database into the ISC Statewide Reporting System; Provide progress report to HISC

Phase 2:

Month 2 thru Month 3

Solicit technical requirements of ISC's needs for early detection database module.

Month 3 thru Month 4

Begin development of M.S. Access-based early detection database module.

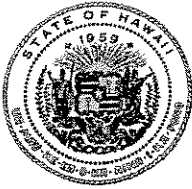
Month 5 thru 6

Allow for ISC review of early detection database enhancements.

Make any changes based on ISC review

Month 7 thru 8

Integrate necessary elements of early detection database into the ISC Statewide Reporting System; Provide progress report to HISC



STATE OF HAWAII

CERTIFICATE OF EXEMPTION
FROM CIVIL SERVICE**1. By Heads of Departments or Agencies as Delegated by the Director of the Department of Human Resources Development (“DHRD”).***

Pursuant to a delegation of the authority by the Director of DHRD, I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to § 76-16, Hawaii Revised Statutes (HRS).

(Signature)

July 11, 2006

(Date)

PETER T. YOUNG

(Print Name)

Chairperson

(Print Title)

Department of Land and Natural Resources

* This part of the form may be used by all department heads and others to whom the Director of DHRD has delegated authority to certify § 76-16, HRS, civil service exemptions. The specific paragraph(s) of § 76-16, HRS, upon which an exemption is based should be noted in the contract file. **NOTE:** Authority to certify exemptions under §§76-16(b)(2), 76-16(b)(12), and 76-16(b)(15), HRS, has not been delegated; only the Director of DHRD may certify §§76-16(b)(2), 76-16(b)(12), and 76-16(b)(15) exemptions.

2. By the Director of DHRD, State of Hawaii.

I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to §76-16, HRS.

(Signature)

(Date)

(Print Name)

(Print Title, if designee of the Director of DHRD)



STATE OF HAWAII
SPECIAL CONDITIONS

1. The CONTRACTOR's key personnel and Principal Investigator is:

Barbara A. Gibson, PhD
Hawaii Biodiversity and Mapping Program
Pacific Biosciences Research Center (PBRC)
University of Hawaii at Manoa (UHM)
677 Ala Moana Blvd. Suite 705
Honolulu, HI 96813
808.587.8600 Phone
808.587.8599 FAX
bgibson@hawaii.edu

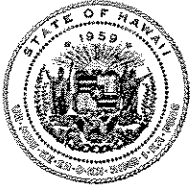
2. For purposes of this Contract to which this “Special Conditions” is attached, the following General Conditions are deleted and have no operative effect as between the parties:

- a. Paragraph 2.e.
- b. Paragraph 7. Indemnification and Defense
- c. Paragraph 9. Liquidated Damages
- d. Paragraph 17.d. Final Payment

3. General Conditions 14.c. Right to Goods and Work Product. To the extent that paragraph 14.c. conflicts with paragraph 26, as amended herein, paragraph 26 shall control.

4. Delete General Conditions 26. Ownership Rights and Copyright in its entirety and replace with the following language:

26. Ownership Rights and Copyright. If the CONTRACTOR, or an employee or employees of the CONTRACTOR, obtains a copyright to any material, whether finished or unfinished, that is developed prepared, assembled, or created pursuant to this Contract, the CONTRACTOR or its employees, as the case may be, shall own the copyright. The STATE may use the materials developed, prepared, assembled, or created pursuant to this Contract for any and all purposes, without restriction or charge. If neither the CONTRACTOR, nor any employee of the CONTRACTOR, before or by the date one year following the completion of the Contract, obtains a copyright to such material, the STATE may consider such material to be “works for hire,” and in such circumstance, shall own the material and may copyright it. If the STATE owns the material or the copyright or both, the CONTRACTOR may use the material for any and all purposes without restriction or charge. The parties agree that upon the completion of this Contract they will execute a document that recites the day they agree to as the completion date and that date shall be the date of completion for the purposes of this paragraph.



STATE OF HAWAII
SPECIAL CONDITIONS

5. Delete General Conditions 33. Patented Articles in its entirety and replace with the following language:

33. Patented Articles. If the STATE due to no fault on its part, because of an error, oversight, or omission by the CONTRACTOR is charged with or has any action or claim brought against it for an infringement or other unauthorized or improper use of any patented article, patented process, or patented appliance received or used by the STATE under or as a result of this Contract, the CONTRACTOR shall be solely responsible for correcting or curing to the satisfaction of the STATE at no cost to the STATE any such infringement or improper or unauthorized use of which the STATE has been accused or has had a claim made or an action brought against it. Such corrections or cures may include, but are not limited to: (a) furnishing at no cost to the STATE a substitute article, process, or appliance acceptable to the STATE, (b) payment of royalties or other payments to the patent holder, (c) obtaining proper authorizations or releases from the patent holder, and (d) furnishing security to or making arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.
6. The CONTRACTOR through the Principal Investigator has provided sufficient evidence that the funding request is matched 1:1 with non-State of Hawaii funds, and thus has fulfilled the budget requirement in the attached Request for Proposals. No further evidence or mention of such shall be required of the CONTRACTOR by the STATE in fulfillment of this Contract.

GENERAL CONDITIONS

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GENERAL CONDITIONS

1. Coordination of Services by the STATE. The head of the purchasing agency ("HOPA") (which term includes the designee of the HOPA) shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in the Contract. The CONTRACTOR shall maintain communications with HOPA at all stages of the CONTRACTOR'S work, and submit to HOPA for resolution any questions which may arise as to the performance of this Contract. "Purchasing agency" as used in these General Conditions means and includes any governmental body which is authorized under chapter 103D, HRS, or its implementing rules and procedures, or by way of delegation, to enter into contracts for the procurement of goods or services or both.
2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
 - a. In the performance of services required under this Contract, the CONTRACTOR is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE'S opinion, the services are being performed by the CONTRACTOR in compliance with this Contract. Unless otherwise provided by special condition, it is understood that the STATE does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with the STATE.
 - b. The CONTRACTOR and the CONTRACTOR'S employees and agents are not by reason of this Contract, agents or employees of the State for any purpose, and the CONTRACTOR and the CONTRACTOR'S employees and agents shall not be entitled to claim or receive from the State any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees.
 - c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR'S performance under this Contract. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR'S employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR'S employees or agents in the course of their employment.
 - d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.
 - e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The CONTRACTOR shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, showing that all delinquent taxes, if any, levied or accrued under state law against the CONTRACTOR have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The CONTRACTOR shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 103D-328, HRS, and paragraph 17 of these General Conditions.
 - f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR'S employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

3. Personnel Requirements.

- a. The CONTRACTOR shall secure, at the CONTRACTOR'S own expense, all personnel required to perform this Contract.
- b. The CONTRACTOR shall ensure that the CONTRACTOR'S employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

5. Conflicts of Interest. The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the CONTRACTOR'S performance under this Contract.

6. Subcontracts and Assignments. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR'S duties, obligations, or interests under this Contract and no such assignment or subcontract shall be effective unless (i) the CONTRACTOR obtains the prior written consent of the STATE and (ii) the CONTRACTOR'S assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawaii, showing that all delinquent taxes, if any, levied or accrued under state law against the CONTRACTOR'S assignee or subcontractor have been paid. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR'S right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in section 40-58, HRS.

- a. Recognition of a successor in interest. When in the best interest of the State, a successor in interest may be recognized in an assignment contract in which the STATE, the CONTRACTOR and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:

- (1) The Assignee assumes all of the CONTRACTOR'S obligations;
- (2) The CONTRACTOR remains liable for all obligations under this Contract but waives all rights under this Contract as against the STATE; and
- (3) The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.

- b. Change of name. When the CONTRACTOR asks to change the name in which it holds this Contract with the STATE, the procurement officer of the purchasing agency (hereinafter referred to as the "Agency procurement officer") shall, upon receipt of a document acceptable or satisfactory to the Agency procurement officer indicating such change of name (for example, an amendment to the CONTRACTOR'S articles of incorporation), enter into an amendment to this Contract with the CONTRACTOR to effect such a change of name. The amendment to this Contract changing the CONTRACTOR'S name shall specifically indicate that no other terms and conditions of this Contract are thereby changed.

- c. Reports. All assignment contracts and amendments to this Contract effecting changes of the CONTRACTOR'S name or novations hereunder shall be reported to the chief procurement officer (CPO) as defined in section 103D-203(a), HRS, within thirty days of the date that the assignment contract or amendment becomes effective.

- d. Actions affecting more than one purchasing agency. Notwithstanding the provisions of subparagraphs 6a through 6c herein, when the CONTRACTOR holds contracts with more than one purchasing

agency of the State, the assignment contracts and the novation and change of name amendments herein authorized shall be processed only through the CPO's office.

7. Indemnification and Defense. The CONTRACTOR shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the CONTRACTOR or the CONTRACTOR'S employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.
8. Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the CONTRACTOR in connection with this Contract, the CONTRACTOR shall pay all costs and expenses incurred by or imposed on the STATE, including attorneys' fees.
9. Liquidated Damages. When the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 13 (Termination for Default) and fails to cure in the time specified, it is agreed the CONTRACTOR shall pay to the STATE the amount, if any, set forth in this Contract per calendar day from the date set for cure until either (i) the STATE reasonably obtains similar goods or services, or both, if the CONTRACTOR is terminated for default, or (ii) until the CONTRACTOR provides the goods or services, or both, if the CONTRACTOR is not terminated for default. To the extent that the CONTRACTOR'S delay or nonperformance is excused under paragraph 13d (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR remains liable for damages caused other than by delay.
10. STATE'S Right of Offset. The STATE may offset against any monies or other obligations the STATE owes to the CONTRACTOR under this Contract, any amounts owed to the State of Hawaii by the CONTRACTOR under this Contract or any other contracts, or pursuant to any law or other obligation owed to the State of Hawaii by the CONTRACTOR, including, without limitation, the payment of any taxes or levies of any kind or nature. The STATE will notify the CONTRACTOR in writing of any offset and the nature of such offset. For purposes of this paragraph, amounts owed to the State of Hawaii shall not include debts or obligations which have been liquidated, agreed to by the CONTRACTOR, and are covered by an installment payment or other settlement plan approved by the State of Hawaii, provided, however, that the CONTRACTOR shall be entitled to such exclusion only to the extent that the CONTRACTOR is current with, and not delinquent on, any payments or obligations owed to the State of Hawaii under such payment or other settlement plan.
11. Disputes. Disputes shall be resolved in accordance with section 103D-703, HRS, and chapter 3-126, Hawaii Administrative Rules ("HAR"), as the same may be amended from time to time.
12. Suspension of Contract. The STATE reserves the right at any time and for any reason to suspend this Contract for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.
 - a. Order to stop performance. The Agency procurement officer may, by written order to the CONTRACTOR, at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the performance called for by this Contract. This order shall be for a specified period not exceeding sixty (60) days after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. Stop performance orders shall include, as appropriate: (1) A clear description of the work to be suspended; (2) Instructions as to the issuance of further orders by the CONTRACTOR for material or services; (3) Guidance as to action to be taken on subcontracts; and (4) Other instructions and suggestions to the CONTRACTOR for minimizing costs. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and suspend all performance under this Contract at the time stated, provided, however, the CONTRACTOR shall take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any further period to which the parties shall have agreed, the Agency procurement officer shall either:
 - (1) Cancel the stop performance order; or

- (2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Contract.
- b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the Contract shall be modified in writing accordingly, if:
 - (1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR'S cost properly allocable to, the performance of any part of this Contract; and
 - (2) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of performance stoppage; provided that, if the Agency procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.
- c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.
- d. Adjustment of price. Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

13. Termination for Default.

- a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency procurement officer may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Agency procurement officer, such officer may terminate the CONTRACTOR'S right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency procurement officer may procure similar goods or services in a manner and upon the terms deemed appropriate by the Agency procurement officer. The CONTRACTOR shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. CONTRACTOR'S duties. Notwithstanding termination of the Contract and subject to any directions from the Agency procurement officer, the CONTRACTOR shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest.
- c. Compensation. Payment for completed goods and services delivered and accepted by the STATE shall be at the price set forth in the Contract. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the Agency procurement officer. If the parties fail to agree, the Agency procurement officer shall set an amount subject to the CONTRACTOR'S rights under chapter 3-126, HAR. The STATE may withhold from amounts due the CONTRACTOR such sums as the Agency procurement officer deems to be necessary to protect the STATE against loss because of outstanding liens or claims and to reimburse the STATE for the excess costs expected to be incurred by the STATE in procuring similar goods and services.
- d. Excuse for nonperformance or delayed performance. The CONTRACTOR shall not be in default by reason of any failure in performance of this Contract in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the Agency procurement

officer within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of a public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the goods and services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Contract. Upon request of the CONTRACTOR, the Agency procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR'S progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the STATE under this Contract. As used in this paragraph, the term "subcontractor" means subcontractor at any tier.

- e. Erroneous termination for default. If, after notice of termination of the CONTRACTOR'S right to proceed under this paragraph, it is determined for any reason that the CONTRACTOR was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 13d, "Excuse for nonperformance or delayed performance," the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 14.
- f. Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

14. Termination for Convenience.

- a. Termination. The Agency procurement officer may, when the interests of the STATE so require, terminate this Contract in whole or in part, for the convenience of the STATE. The Agency procurement officer shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.
- b. CONTRACTOR'S obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated performance and on the date(s) set in the notice of termination the CONTRACTOR will stop performance to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance subject to the STATE'S approval. The Agency procurement officer may direct the CONTRACTOR to assign the CONTRACTOR'S right, title, and interest under terminated orders or subcontracts to the STATE. The CONTRACTOR must still complete the performance not terminated by the notice of termination and may incur obligations as necessary to do so.
- c. Right to goods and work product. The Agency procurement officer may require the CONTRACTOR to transfer title and deliver to the STATE in the manner and to the extent directed by the Agency procurement officer:
 - (1) Any completed goods or work product; and
 - (2) The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this Contract.

The CONTRACTOR shall, upon direction of the Agency procurement officer, protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest. If the Agency procurement officer does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods and manufacturing materials. Use of this paragraph in no way implies that the STATE has breached the Contract by exercise of the termination for convenience provision.

d. Compensation.

- (1) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience together with the cost or pricing data, submitted to the extent required by chapter 3-122, HAR, bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, the Agency procurement officer may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph 14d(3) below.
- (2) The Agency procurement officer and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by the STATE, the proceeds of any sales of goods and manufacturing materials under subparagraph 14c, and the Contract price of the performance not terminated.
- (3) Absent complete agreement under subparagraph 14d(2) the Agency procurement officer shall pay the CONTRACTOR the following amounts, provided payments agreed to under subparagraph 14d(2) shall not duplicate payments under this subparagraph for the following:
 - (A) Contract prices for goods or services accepted under the Contract;
 - (B) Costs incurred in preparing to perform and performing the terminated portion of the performance plus a fair and reasonable profit on such portion of the performance, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
 - (C) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to subparagraph 14b. These costs must not include costs paid in accordance with subparagraph 14d(3)(B);
 - (D) The reasonable settlement costs of the CONTRACTOR, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the CONTRACTOR under this subparagraph shall not exceed the total Contract price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph 14d(2), and the contract price of performance not terminated.
- (4) Costs claimed, agreed to, or established under subparagraphs 14d(2) and 14d(3) shall be in accordance with Chapter 3-123 (Cost Principles) of the Procurement Rules.

15. Claims Based on the Agency Procurement Officer's Actions or Omissions.

- a. Changes in scope. If any action or omission on the part of the Agency procurement officer (which term includes the designee of such officer for purposes of this paragraph 15) requiring performance changes within the scope of the Contract constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the Contract in compliance with the directions or orders of such

officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- (1) Written notice required. The CONTRACTOR shall give written notice to the Agency procurement officer:
 - (A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;
 - (B) Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance; or
 - (C) Within such further time as may be allowed by the Agency procurement officer in writing.
 - (2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The Agency procurement officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Agency procurement officer;
 - (3) Basis must be explained. The notice required by subparagraph 15a(1) describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and
 - (4) Claim must be justified. The CONTRACTOR must maintain and, upon request, make available to the Agency procurement officer within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the STATE, justifying the claimed additional costs or an extension of time in connection with such changes.
- b. CONTRACTOR not excused. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules or laws precluding any state officers and CONTRACTOR from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Contract.
 - c. Price adjustment. Any adjustment in the price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.
16. Costs and Expenses. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Contract shall be subject to chapter 3-123 (Cost Principles), HAR, and the following guidelines:
- a. Reimbursement for air transportation shall be for actual cost or coach class air fare, whichever is less.
 - b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.
 - c. Unless prior written approval of the HOPA is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for inter-island or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for state officers and employees in the executive branch who are excluded from collective bargaining coverage.

17. Payment Procedures; Final Payment; Tax Clearance.

- a. Original invoices required. All payments under this Contract shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Contract have been performed by the CONTRACTOR according to the Contract.
- b. Subject to available funds. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, HRS. Further, all payments shall be made in accordance with and subject to chapter 40, HRS.
- c. Prompt payment.
 - (1) Any money, other than retainage, paid to the CONTRACTOR shall be disbursed to subcontractors within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and
 - (2) Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.
- d. Final payment. Final payment under this Contract shall be subject to sections 103-53 and 103D-328, HRS, which require a tax clearance from the Director of Taxation, State of Hawaii, showing that all delinquent taxes, if any, levied or accrued under state law against the CONTRACTOR have been paid.

18. Federal Funds. If this Contract is payable in whole or in part from federal funds, CONTRACTOR agrees that, as to the portion of the compensation under this Contract to be payable from federal funds, the CONTRACTOR shall be paid only from such funds received from the federal government, and shall not be paid from any other funds. Failure of the STATE to receive anticipated federal funds shall not be considered a breach by the STATE or an excuse for nonperformance by the CONTRACTOR.

19. Modifications of Contract.

- a. In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the CONTRACTOR and the STATE, provided that change orders shall be made in accordance with paragraph 20 herein.
- b. No oral modification. No oral modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract shall be permitted.
- c. Agency procurement officer. By written order, at any time, and without notice to any surety, the Agency procurement officer may unilaterally order of the CONTRACTOR:
 - (A) Changes in the work within the scope of the Contract; and
 - (B) Changes in the time of performance of the Contract that do not alter the scope of the Contract work.
- d. Adjustments of price or time for performance. If any modification increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, an adjustment shall be made and this Contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Contract or as negotiated.

- e. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written modification of the Contract is not made prior to final payment under this Contract.
 - f. Claims not barred. In the absence of a written contract modification, nothing in this clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under this Contract or for a breach of contract.
 - g. CPO approval. If this is a professional services contract awarded pursuant to section 103D-303 or 103D-304, HRS, any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract which increases the amount payable to the CONTRACTOR by at least \$25,000.00 or ten per cent (10%) of the initial contract price, whichever increase is higher, must receive the prior approval of the CPO.
 - h. Tax clearance. The STATE may, at its discretion, require the CONTRACTOR to submit to the STATE, prior to the STATE'S approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawaii, showing that all delinquent taxes, if any, levied or accrued under state law against the CONTRACTOR have been paid.
 - i. Sole source contracts. Amendments to sole source contracts that would change the original scope of the Contract may only be made with the approval of the CPO. Annual renewal of a sole source contract for services should not be submitted as an amendment.
20. Change Order. The Agency procurement officer may, by a written order signed only by the STATE, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following:
- (1) Drawings, designs, or specifications, if the goods or services to be furnished are to be specially provided to the STATE in accordance therewith;
 - (2) Method of delivery; or
 - (3) Place of delivery.
- a. Adjustments of price or time for performance. If any change order increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, an adjustment shall be made and the Contract modified in writing accordingly. Any adjustment in the Contract price made pursuant to this provision shall be determined in accordance with the price adjustment provision of this Contract. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the Contract as changed, provided that the Agency procurement officer promptly and duly makes the provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or any extension of time for completion.
 - b. Time period for claim. Within ten (10) days after receipt of a written change order under subparagraph 20a, unless the period is extended by the Agency procurement officer in writing, the CONTRACTOR shall respond with a claim for an adjustment. The requirement for a timely written response by CONTRACTOR cannot be waived and shall be a condition precedent to the assertion of a claim.
 - c. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if a written response is not given prior to final payment under this Contract.
 - d. Other claims not barred. In the absence of a change order, nothing in this paragraph 20 shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under the Contract or for breach of contract.

21. Price Adjustment.

- a. Price adjustment. Any adjustment in the contract price pursuant to a provision in this Contract shall be made in one or more of the following ways:
- (1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (2) By unit prices specified in the Contract or subsequently agreed upon;
 - (3) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;
 - (4) In such other manner as the parties may mutually agree; or
 - (5) In the absence of agreement between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126, HAR.
- b. Submission of cost or pricing data. The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of chapter 3-122, HAR.

22. Variation in Quantity for Definite Quantity Contracts. Upon the agreement of the STATE and the CONTRACTOR, the quantity of goods or services, or both, if a definite quantity is specified in this Contract, may be increased by a maximum of ten per cent (10%); provided the unit prices will remain the same except for any price adjustments otherwise applicable; and the Agency procurement officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

23. Changes in Cost-Reimbursement Contract. If this Contract is a cost-reimbursement contract, the following provisions shall apply:

- a. The Agency procurement officer may at any time by written order, and without notice to the sureties, if any, make changes within the general scope of the Contract in any one or more of the following:
- (1) Description of performance (Attachment 1);
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.);
 - (3) Place of performance of services;
 - (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the STATE in accordance with the drawings, designs, or specifications;
 - (5) Method of shipment or packing of supplies; or
 - (6) Place of delivery.
- b. If any change causes an increase or decrease in the estimated cost of, or the time required for performance of, any part of the performance under this Contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this Contract, the Agency procurement officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the Contract accordingly.

- c. The CONTRACTOR must assert the CONTRACTOR'S rights to an adjustment under this provision within thirty (30) days from the day of receipt of the written order. However, if the Agency procurement officer decides that the facts justify it, the Agency procurement officer may receive and act upon a proposal submitted before final payment under the Contract.
- d. Failure to agree to any adjustment shall be a dispute under paragraph 11 of this Contract. However, nothing in this provision shall excuse the CONTRACTOR from proceeding with the Contract as changed.
- e. Notwithstanding the terms and conditions of subparagraphs 23a and 23b, the estimated cost of this Contract and, if this Contract is incrementally funded, the funds allotted for the performance of this Contract, shall not be increased or considered to be increased except by specific written modification of the Contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract.

24. Confidentiality of Material.

- a. All material given to or made available to the CONTRACTOR by virtue of this Contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.
- b. All information, data, or other material provided by the CONTRACTOR to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.

25. Publicity. The CONTRACTOR shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, including the HOPA, the CPO, the Agency procurement officer, or to the services or goods, or both, provided under this Contract, in any of the CONTRACTOR'S brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts with the CONTRACTOR about the subject matter of this Contract shall be referred to the Agency procurement officer.

26. Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract.

27. Liens and Warranties. Goods provided under this Contract shall be provided free of all liens and provided together with all applicable warranties, or with the warranties described in the Contract documents, whichever are greater.

28. Audit of Books and Records of the CONTRACTOR. The STATE may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor, or prospective subcontractor which are related to:

- a. The cost or pricing data, and
- b. A state contract, including subcontracts, other than a firm fixed-price contract.

29. Cost or Pricing Data. Cost or pricing data must be submitted to the Agency procurement officer and timely certified as accurate for contracts over \$100,000 unless the contract is for a multiple-term or as otherwise specified by the Agency procurement officer. Unless otherwise required by the Agency procurement officer, cost or pricing data submission is not required for contracts awarded pursuant to competitive sealed bid procedures.

If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or noncurrent as of the date stated in the certificate, the STATE is entitled to an adjustment of the contract price, including profit

or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data was not used or relied upon, the price will be reduced in such amount.

30. Audit of Cost or Pricing Data. When cost or pricing principles are applicable, the STATE may require an audit of cost or pricing data.
31. Records Retention. The CONTRACTOR and any subcontractors shall maintain the books and records that relate to the Contract and any cost or pricing data for three (3) years from the date of final payment under the Contract.
32. Antitrust Claims. The STATE and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.
33. Patented Articles. The CONTRACTOR shall defend, indemnify, and hold harmless the STATE, and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys fees, and all claims, suits, and demands arising out of or resulting from any claims, demands, or actions by the patent holder for infringement or other improper or unauthorized use of any patented article, patented process, or patented appliance in connection with this Contract. The CONTRACTOR shall be solely responsible for correcting or curing to the satisfaction of the STATE any such infringement or improper or unauthorized use, including, without limitation: (a) furnishing at no cost to the STATE a substitute article, process, or appliance acceptable to the STATE, (b) paying royalties or other required payments to the patent holder, (c) obtaining proper authorizations or releases from the patent holder, and (d) furnishing such security to or making such arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.
34. Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.
35. Compliance with Laws. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR'S performance of this Contract.
36. Conflict Between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the procurement rules, the procurement rules in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
37. Entire Contract. This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and the CONTRACTOR relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the CONTRACTOR other than as set forth or as referred to herein.
38. Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
39. Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE'S right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one

provision of the procurement rules or one section of the Hawaii Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE'S rights or the CONTRACTOR'S obligations under the procurement rules or statutes.

40. Pollution Control. If during the performance of this Contract, the CONTRACTOR encounters a "release" or a "threatened release" of a reportable quantity of a "hazardous substance," "pollutant," or "contaminant" as those terms are defined in section 128D-1, HRS, the CONTRACTOR shall immediately notify the STATE and all other appropriate state, county, or federal agencies as required by law. The Contractor shall take all necessary actions, including stopping work, to avoid causing, contributing to, or making worse a release of a hazardous substance, pollutant, or contaminant, and shall promptly obey any orders the Environmental Protection Agency or the state Department of Health issues in response to the release. In the event there is an ensuing cease-work period, and the STATE determines that this Contract requires an adjustment of the time for performance, the Contract shall be modified in writing accordingly.

**Building the Technical Capacity of the Hawaii
Island Invasive Species Committees:
Database Enhancements and Standard Reporting**

A proposal submitted to the
Hawaii Invasive Species Council
Research and Technology Grant Program
Attn: Mindy Wilkinson

Submitted by:

Principal Investigator
Barbara A. Gibson, PhD
Hawaii Biodiversity and Mapping Program
Pacific Biosciences Research Center (PBRC)
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bgibson@hawaii.edu

Co-Principal Investigator
Mark Fornwall, PhD
USGS BRD - Pacific Basin Information Node
310 W. Kaahumanu Ave., Box 196
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mark_fornwall@usgs.gov

Total Funding Requested: \$29,288

Introduction

This project involves the continued development and enhancement of the database systems used by four of the five (Oahu, Kauai, Big Island, and Molokai) island-based Invasive Species Committees (ISCs) in the state of Hawaii. It will improve the existing technical infrastructure to allow for the more efficient tracking of vertebrate and invertebrate survey and control work; and the facilitation and tracking of invasive species early detection efforts. It will also ensure that these data will be integrated into the developing "Hawaii Island Invasive Species Committee Statewide Reporting System." The project goals are 1) to provide a comprehensive database system that accommodates the major functions of the ISCs, and 2) to ensure that these new ISC-generated data elements comply with statewide reporting standards.

Problem Statement

The island-based ISCs are the primary organizations that are responsible for conducting invasive species management and control work in Hawaii. In order to track these efforts and report the results to the resource management community, a relatively complex database and reporting system is required. For the past two years (through In-Kind contributions) the USGS BRD Pacific Basin Information Node (PBIN) and the Hawaii Biodiversity and Mapping Program (HBMP), hereafter referred to as the Technical Team, have been working with all the island ISCs and their funding agencies to remedy several years of uncoordinated invasive species management and control efforts. Field data collection and information management methods were widely divergent and the database systems in place (for four of the five ISCs) were inadequate to efficiently capture and report all of the relevant data. This lack of statewide coordination, insufficient standards and inadequate technology made the reporting and analysis of ISC data on a statewide level difficult.

To resolve these problems, the Technical Team has worked with the ISCs to establish the Hawaii Island Invasive Species Committee Statewide Reporting System to ensure standardized and efficient reporting; and created customized Microsoft Access database applications for four of the five ISCs (the Maui ISC continues to use databases developed within the organization). These technical products have greatly improved the data management practices and reporting capabilities of the ISCs but more work still needs to be done.

The support work provided by the Technical Team should continue in order to help the ISCs respond to the ever increasing technical requirements of their activities. As State and Federal data reporting requirements and on-the-ground management practices evolve over time, ISC databases will need to evolve as well. The Oahu, Kauai, Big Island, and Molokai ISCs have been using their Access database systems for over a year. While these systems fulfill most of their technical needs, each group has identified several significant upgrades and changes that are necessary to better accommodate specific ongoing control activities and new activities on the horizon. At the most recent Data Hui on Molokai on October 3 – 4, 2005, ISC data managers identified the tracking of vertebrate, invertebrate and early detection data as the most significant deficiencies in current database systems.

Methodology and Approach

We propose using Hawaii Invasive Species Council (HISC) Research and Technology Program funds to enhance the existing database systems of the Oahu, Kauai, Big Island and Molokai ISCs to allow for the tracking of vertebrate and invertebrate survey and control work; and the

facilitation and tracking of invasive species early detection efforts. The new database modules will capture all relevant data and ensure compliance with existing and developing statewide reporting standards. The Technical Team defined above (USGS PBIN and HBMP) will provide these technical services. Both the database programmer and technical analyst that will perform this work have been on the Technical Team that has been engaged with the ISCs for the previous two years.

The project will be conducted in two phases - one focusing on database enhancements for tracking and reporting vertebrate and invertebrate data and the other focusing on database enhancements for tracking early detection efforts. The Schedule of Activities, Description of Deliverable Products and Budget sections of this proposal are categorized by each phase. The HISC may choose to fund all phases or just one.

Phase 1 - Vertebrate and Invertebrate Database Enhancements

Current ISC database systems are decidedly focused on the management and control of terrestrial plants. Several significant modifications need to be made to the user interface, underlying database architecture and logic of the system to accommodate the increasing amount of data that is being generated for vertebrate and invertebrate species. Current systems are focused primarily on data associated with management actions such as a ground surveys or chemical treatments. However, invertebrate and vertebrate work requires the tracking of data elements that are location or address (TMK) based as well as action based. Some of the data elements that would be tracked by location are 1) reports (phone or email) of field observations; 2) whether access permission has been granted; 3) whether vertebrate outreach material has been sent to a particular address; and 4) how many vertebrate species have been found over time.

This phase will have three main components:

1) Determine Technical Requirements

The general technical requirements for vertebrate and invertebrate management activities are known as described above. The specific database requirements and standard methodologies to accommodate survey, control and non-action work will be determined through an informal information gathering process. The ISC data managers now have regular meetings to discuss data issues. The technical requirements will most likely be determined at such a meeting. The Technical Team will also solicit the input of key scientists and researchers dealing with vertebrate and invertebrate control in the state.

2) Implement Database Enhancements

Based on the technical requirements determined in step one, enhancements will be made to each ISC database to accommodate the entry, query, analysis, and reporting of vertebrate and invertebrate data. Existing data will be normalized and imported into the new data structure. All database modifications will be reviewed by each ISC office.

3) Integrate Data Elements into ISC Statewide Reporting System

The Hawaii Island Invasive Species Committee Statewide Reporting System has been designed and implemented by the Technical Team to allow for the efficient aggregation of statewide ISC data. Currently, the standards and specifications for this system do not account for vertebrate or invertebrate data. This reporting system will be modified to account for these data.

Phase 2 - Early Detection Methodology and Database Enhancements

Hawaii ISCs have dedicated an increasing amount of resources to the early detection of invasive species. This is in concordance with an overall movement in the state towards developing a multi-agency consortium for statewide early detection, rapid assessment and rapid response and the necessary technical infrastructure (database and reporting systems) to support such an effort. ISC database systems must evolve to accommodate these early detection activities, as currently ISC staff must use other methods, such as Excel spreadsheets to record these data.

The Technical Team will coordinate this phase with existing and future projects in this arena, including the Maui ISC early detection reporting module, the pilot multi-agency early detection reporting tool being developed by the USGS PBIN and the model early detection plan being developed by OISC (pending funding award from the HISC). It is likely that certain technologies from these systems can be adopted for an ISC early detection module.

This phase will have three main components:

1) Determine Technical Requirements

Although there have been several successful early detection projects in Hawaii, the general technical requirements for the ISCs to perform this function are still uncertain. A more formal process is required to coordinate early detection efforts and determine specific technical requirements. The Technical Team will coordinate and facilitate an Early Detection Hui. ISC coordinators and data managers, as well as appropriate state and federal agency personnel should collectively determine the necessary standards and methods that will determine the technical requirements for ISC early detection work.

2) Implement Database Enhancements

Based on the technical requirements determined in step one, enhancements will be made to each ISC database to accommodate the entry, query, analysis, and reporting of early detection data. All database modifications will be reviewed by each ISC office.

3) Integrate Data Elements into ISC Statewide Reporting System

The Hawaii Island Invasive Species Committee Statewide Reporting System has been designed and implemented by the Technical Team to allow for the efficient aggregation of statewide ISC data. Currently, the standards and specifications for this system do not account for early detection data. This reporting system will be modified to account for these data.

Schedule of Activities

Phase 1:

Month 1 thru Month 2

Solicit technical requirements of ISCs needs for the vertebrate / invertebrate database module.

Month 2 thru Month 3

Begin development of M.S. Access-based vertebrate/ invertebrate database module.

Month 4 thru Month 5

Allow for ISC review of vertebrate/ invertebrate database enhancements.

Make any changes based on ISC review

Month 6

Integrate necessary elements of vertebrate / invertebrate database into the ISC Statewide Reporting System; Provide progress report to HISC

Phase 2:

Month 2 thru Month 3

Solicit technical requirements of ISC's needs for early detection database module.

Month 3 thru Month 4

Begin development of M.S. Access-based early detection database module.

Month 5 thru 6

Allow for ISC review of early detection database enhancements.

Make any changes based on ISC review

Month 7

Integrate necessary elements of early detection database into the ISC Statewide Reporting System; Provide progress report to HISC

Description of Deliverable Products

Phase 1:

- Database module to track vertebrate and invertebrate reports and control work implemented for Oahu, Kauai, Big Island, and Molokai ISCs.
- Update of Hawaii ISC Statewide Reporting System to include vertebrate and invertebrate information. The technical documentation, export routines and report templates will be updated to reflect these data elements.
- Documentation/instructions on use of the vertebrate/ invertebrate database module (i.e. brief database manual)

Phase 2:

- Early Detection Hui – Organize and facilitate early detection hui
- Database module to facilitate and track early detection efforts implemented for Oahu, Kauai, Big Island, and Molokai ISCs.
- Update of Hawaii ISC Statewide Reporting System to include early detection information. The technical documentation, export routines and report templates will be updated to reflect these data elements.
- Documentation/instructions on use of the early detection database module (i.e. brief database manual)

Personnel and Partners

Roy Kam (HBMP), Database Programmer (Creator of current ISC MS Access databases)

Dr. Barbara Gibson (HBMP), Director, Principal Investigator (Administrative)

Sky Harrison (USGS PBIN), Technical Analyst (Creator of ISC Statewide Reporting System)

Dr. Mark Fornwall (USGS PBIN), Director, Co-Principal Investigator (Administrative)

Forest Starr (USGS PIERC), Scientific Guidance (Early Detection)

Kim Starr (USGS PIERC), Scientific Guidance (Early Detection)

Dr. Lloyd Loope (USGS PIERC), Scientific Guidance (Early Detection)

Budget

<u>Budget Category</u>	<u>HISC Funds Requested</u>	<u>In-Kind Funds</u>
<u>PHASE 1</u>		
Personnel		
Database Programmer:	\$7,235.00	
Technical Analyst:	\$1,355.00	
Administrative Assistant:	\$ 803.00	
Travel		
Inter-island: 4 trips 4 trips @ \$200 ea.	\$800.00	
Equipment & Software		
Dell Server		\$15,000.00
M.S. Access Software		(HBMP)
Subtotal	\$10,193.00	
UH Overhead (20.6%)	\$2,645.00	
TOTAL Phase 1	\$12,838.00	\$15,000.00
<u>PHASE 2</u>		
Personnel		
Database Programmer:	\$7,235.00	
Technical Analyst:	\$4,065.00	\$5,420.00 (USGS)
Administrative Assistant:	\$ 961.00	\$200.00 (USGS)
Project Direction, Technical guidance: .10 FTE		\$11,000.00 (USGS)
Travel		
Inter-island: 4 trips 4 trips @ \$200 ea.	\$800.00	
Subtotal	\$13,061.00	
UH Overhead (20.6%)	\$3,389.00	
TOTAL Phase 2	\$16,450.00	\$16,620.00
<u>PHASE 1 + PHASE 2</u>		
TOTAL Phase 1 + Phase 2	\$29,288 (HISC Funds)	\$31,620 (In-Kind Funds)

Appendix

Curriculum Vita BARBARA A. GIBSON

*Hawai'i Mapping and Biodiversity Program
Pacific Biosciences Research Center
University of Hawai'i at Manoa
677 Ala Moana Blvd Suite 705
Honolulu, HI 96817*

*Telephone: 808.587.8600
FAX: 808.587.8599
E-mail: bgibson@hawaii.edu*

EDUCATION

Ph.D. (Interdisciplinary in Geography and Geology), University of Oklahoma, 2001

Dissertation: A Geotechniques-based exploratory investigation of *vog* impacts to the environmental system on Hawaii island

B.S. in Geosciences, University of Oklahoma, 1994; **Minor:** Geology

PROFESSIONAL EXPERIENCE

- 2004-pres.** **Assistant Researcher and Director**, *Hawaii Biodiversity and Mapping Program, Center for Conservation Research and Training, Pacific Biosciences Research Center, University of Hawai'i at Manoa, Honolulu, HI*
- 2001 - 04** **Assistant Professor**, *Department of Geography and Environmental Studies, University of Hawai'i at Hilo, Hilo, HI*
- 2001 - 04** **Associate Director for Hawai'i Space Grant Consortium** at the *University of Hawai'i at Hilo, Hilo, HI*
- 2000-01** **Assistant Professor**, *Cartography and Geography Dept., East Central University, Ada, OK*
- 1/00 - 7/00** **GIS Coordinator**, *Hawai'i Natural Heritage Program (HINHP), Center for Conservation Research and Training, University of Hawai'i at Manoa*
- 1999 - 00** **Instructor**, *Department of Geography, University of Oklahoma, Norman, OK*
- Fall 1999** **Adjunct Faculty**, *Division of Social Sciences, Rose State Community College, Midwest City, OK*
- 1994-99** **Project Coordinator**, *The Schools of the Pacific Rainfall Climate Experiment (SPaRCE), College of Geosciences, University of Oklahoma*
- 1997, 98** **Oceanographer/Physical Scientist**, *Naval Oceanographic Office (NAVOCEANO), NASA Stennis Space Center, MS*

GRANTS, AWARDS, AND FELLOWSHIPS

- NSF CAREER Grant, "CAREER: Utilizing Geoinformatics to Determine Impacts of Long-term Volcanic SO₂ Outgassing to Native Vegetation", (\$487,231), PI, Pending.
- NSF Opportunities for Enhancing Diversity in the Geosciences (OEDG), "Ka 'Imi 'Ike: An initiative to recruit and retain Native Hawaiians and Pacific Islanders to the Geosciences", (\$250,000), 2005-08, PI.
- USGS Grant, "Spatial Data and Mapping", (\$150,000), 2005-06, PI.
- NSF EPSCoR, UHH IT Thrust Leader (fiscal resp. \$360,000; yr 2003)
- UHH Faculty Travel Grant (\$1,375), 2003-04
- Geographical Response Study for Hazardous Material Incidences, Year 2, Hawaii Co. (\$14,000), 2003; PI
- EA/EIS GIS Inventory for Hawai'i County (\$10,000); 2003; PI
- NASA/USRA Earth System Science Education for the 21st Century (ESSE 21) Grant, "Teaching Global Environmental Change from Mountain to Ocean: The 'Ahupua'a Way", \$69,706, PI

University of Hawai'i at Hilo Educational Improvement Fund Award (\$2,000), 2002-03; PI
 NSF TCUP Program, "Hawaiian Values, Science, and Technology: Advancing a New Paradigm for
 STEM Education", (\$2,413,120), 2002-07, Senior Personnel
 AGU Chapman Conference Travel Grant (\$600), 2002
 UHH Faculty Travel Grant (\$2,000), 2001-02
 Coastal Resources Inventory, Hawaii County (\$10,000), 2002; Co-PI
 Geographical Response Study for Hazardous Material Incidences, Hawaii Co. (\$16,000), 2002; PI
 University of Hawai'i at Hilo Educational Improvement Fund Award (\$1,400), 2001-02; PI
 University of Hawai'i at Hilo Faculty Seed Grant (\$8,700), 2001-02; PI
 OU Graduate College Dissertation Research Grant, 1999
 ESRI/International Geographic Information Foundation Scholarship, 1998
 ESRI Student Assistantship, 1998
 Letter of Appreciation from the Commanding Officer, Naval Atlantic Meteorology and
 Oceanography Center, 1998
 Oklahoma NASA Space Grant Fellowship Awards, 1995-99
 Graduate Student Fee waiver Scholarship, 1994-98
 Recipient of NASA/JPL/NOAA Earth Science Summer School Award, 1995

PUBLICATIONS

Refereed Articles

- Gibson, B., and Canale, L. "Analyzing Spatial Patterns of Hazardous Materials Incidences, Hawaii Island", *Journal of Hazardous Materials*, in prep.
- Wedding, L., Gibson, B., Walsh, W., Batista, T. "Benthic Habitat Mapping of Hawaii Island MLCDS", *Ocean and Coastal Resources Management*, under review.
- Gibson, B., Puniwai, N. "Developing an Archetype for Integrating Native Hawaiian Traditional Knowledge with Earth System Science Education", *Journal of Geoscience Education*, under review.
- Gibson, B., Postawko, S., Ensworth, J., Morrissey, M., Wurman, J., and Ellis, S. 2003. "Introducing High-Tech and Low-Tech Geoscience-related Technology to Disadvantaged Schools in the Tropical Pacific". *Journal of Geoscience Education*. 51(2).
- Morrissey, M., Shafer, M., Postawko, S., and Gibson, B. 1995. "The Pacific Rain Gage Rainfall Database". *Water Resources Research*. 31(8): 2111-2113.
- Postawko, S., Morrissey, M., and Gibson, B. 1994. "The Schools of the Pacific Rainfall Climate Experiment: Combining Research and Education". *Bulletin of the American Meteorological Society*, 75(7): 1260-1266.

Conference Presentations

- Gibson, B., McMahon, M., Masaki, D. "Utilizing GIS and Internet Mapping Services to Share Biological Data in the Pacific Basin", NBII All Nodes Meeting, New Mexico, 2005.
- Gibson, B., Ostertag, B., Juvik, J., Parsons, M. "Teaching Environmental Change from the Mountain to the Ocean, ESSE21/ USRA Annual Meeting, Fairbanks, AK. 2005.
- Gibson, B., Spelbrink, J., Meenan, P. "Monitoring Native Dryland Forest Recovery in the Pu'u Wa'awa'a Dryland Forest". ISRE, Honolulu, HI 2003.

- Williams-Jones, G., Flynn, L., Harris, A., Mougini-Mark, P., Gibson, B., Delmelle, P. "The Effects of Persistently Degassing Volcanoes on the Natural Environment". Cities on Volcanoes III, Hilo, HI, 2003.
- Gibson, B., Wedding, L. "Benthic Habitat Mapping of West Hawaii Marine Life Conservation Districts". ESRI RUGS Conference, Honolulu, HI March 3-5, 2003.
- Williams-Jones, G., Flynn, L., Harris, A., Gibson, B., Mougini-Mark, P. 2002. "The Effects of Persistently Degassing Volcanoes on the Natural Environment as Exemplified by Kilauea, Masaya and Poás Volcanoes". *EOS Transactions*, American Geophysical Union, v.84, no. 46.
- Gibson, B., Postawko, S., Greene, J., Morrissey, M. "Long-term impacts of vog from Kilauea Volcano on Hawaii Island's Climate". AGU Chapman Conference on Volcanism and the Earth's Atmosphere, Thera, Greece; June 17-21, 2002.
- Gibson, B., Shafer, M., Morrissey, M.L., and Greene, J.S. "Obtaining average area estimates of precipitation from point measurements: An objective of the SRDC", Presented at the 79th Annual American Meteorological Society Meeting, Dallas, Texas, January 1999.
- Mesick, S., Booda, M., and Gibson, B. "The Automated Detection of Oceanic Fronts and Eddies from Remotely Sensed Satellite Data Using ARC/INFO GRID Processing", Proceedings of the 1998 ESRI International Users Conference.
- Gibson, B., Postawko, S., Morrissey, M., and Wurman, J. "The Pacific Rainfall Climate Experiment: Using Technology to Study the Earth System", Presented at the Second International Conference on Geoscience Education, Hilo, Hawaii, July 1997.
- Gibson, B., Postawko, S., and Humes, K. 1997. "A GIS Analysis of Environmental Impacts Due to Acid Deposition From Kilauea Volcano, Hawaii". *EOS Transactions*, American Geophysical Union, v.78, no. 46, p. F201.
- Gibson, B., Postawko, S., Morrissey, M. 1996. "Investigating Possible Environmental Impacts from Sulfur Gases and Aerosols Released by Kilauea Volcano Using Satellite Imagery". *EOS Transactions*, American Geophysical Union, v. 77, no. 46, p. F36.
- Postawko, S., Morrissey, M., and Gibson, B. "Schools of the Pacific Rainfall Climate Experiment: Bringing Global Issues to the Local Classroom". Presented at the 4th Symposium on Education, American Meteorological Society Annual Meeting, Dallas, TX, January 1995.

WORKSHOPS/INVITED PRESENTATIONS

- "Introduction to Mapping Marine Resources w/ a Handheld GPS", Maunalua Bay Restoration Committee, October 2005.
- "Intro to Mapping with ArcView 3.x GIS", through Hawai'i Community College, January 2004.
- "Intro to Mapping with ArcView GIS", through University of Hawai'i at Hilo College of Continuing Education, June 2003.
- "Introduction to Mapping with Global Positioning Devices", through Hawai'i Community College. August 2002; February 2003; July 2003.
- "Satellite and Mapping and GIS for Fun", Invited workshop for the 12th Annual "Into the World of Tomorrow" Math and Science Conference for 7th Grade Girls, by the Girl Scouts and American Association of University Women, Hilo, HI, March 2003.
- "Pathways and obstacles towards applying geoinformatics for natural resource management in the Pacific Basin", Invited presentation at the Expert Meeting on the Development of a Field-Survey and Geo-informatics Training Module for Asian NGOs", Okinawa, November 2002.

State of Hawaii
DEPARTMENT OF LAND AND NATURAL RESOURCES
Division of Forestry and Wildlife
Honolulu, Hawaii 96813

January 13, 2006

Chairperson and Members
Board of Land and Natural Resources
State of Hawaii
Honolulu, Hawaii

Land Board Members:

SUBJECT: REQUEST FOR APPROVAL TO ENTER INTO EIGHTEEN CONTRACTS TO IMPLEMENT THE HAWAII INVASIVE SPECIES COUNCIL RESEARCH AND TECHNOLOGY GRANT PROGRAM PROJECTS: WITH THE BISHOP MUSEUM FOR "IMPLEMENTING EARLY DETECTION;" WITH THE UNIVERSITY OF HAWAII FOR A STUDY OF "DINOFLAGELLATES IN BALLAST WATER;" WITH THE UNIVERSITY OF HAWAII FOR A STUDY OF "INVASIVE ANT CONTROL;" WITH THE USDA NATIONAL WILDLIFE RESEARCH CENTER FOR DETERMINING "RODENTICIDE EFFICACY;" WITH THE USDA NATIONAL WILDLIFE RESEARCH CENTER TO RESEARCH A "BROWN TREE SNAKE ATTRACTANT;" WITH THE UNIVERSITY OF HAWAII FOR FINDING "ERYTHRINA GALL WASP PARASITIDS;" WITH THE USDA NATIONAL WILDLIFE RESEARCH CENTER FOR TESTING "BROWN TREE SNAKE BAITS;" WITH THE UNIVERSITY OF HAWAII FOR "INVASIVE SPECIES DATABASE ENHANCEMENTS;" WITH THE HAWAII DEPARTMENT OF AGRICULTURE FOR "MANAGEMENT OF ERYTHRINA GALL WASP;" WITH THE USDA AGRICULTURAL RESEARCH SERVICE FOR "NETTLE CATERPILLAR LURE APPLICATIONS;" WITH THE UNIVERSITY OF HAWAII OR TRI-ISLE RESOURCE CONSERVATION AND DEVELOPMENT FOR A "COQUI-FREE CERTIFICATION PROGRAM;" WITH BISHOP MUSEUM FOR "AQUATIC INVASIVE SPECIES EXPERTISE;" WITH MCCLAY ECOSCIENCE FOR A "MICONIA BIOCONTROL SURVEY IN MEXICO;" WITH THE USDA INSTITUTE OF PACIFIC ISLANDS FORESTRY OR

Approved by the Board of
Land and Natural Resources
at its meeting held on

1/13/06

ITEM C-2

THE UNIVERSITY OF HAWAII TO SURVEY FOR A
“HIMALAYAN BLACKBERRY BIOCONTROL;” WITH THE
USDA INSTITUTE OF PACIFIC ISLANDS FORESTRY OR
THE UNIVERSITY OF HAWAII FOR A “*MICONIA*
BIOCONTROL EVALUATION;” WITH COLORADO STATE
UNIVERSITY TO STUDY “WEST NILE VIRUS IN
PARAKEETS;” AND WITH THE US FISH AND WILDLIFE
SERVICE OR THE NATIONAL WILDLIFE RESEARCH
CENTER TO REFINE A “MULTI-PEST EXCLUSION FENCE”

This board submittal approves contractual relationships for eighteen projects that address research and technology needs for invasive species priorities, and authorizes the Chairperson to develop and enter into contracts for these services, subject to the availability of funds and approval as to form by the Attorney General’s Office.

BACKGROUND:

The 2003 State Legislature authorized the creation of the Hawaii Invasive Species Council, and stated “the silent invasion of Hawaii by alien invasive species is the single greatest threat to Hawaii’s economy, natural environment, and the health and lifestyle of Hawaii’s people and visitors.” Hawaii is one of the seven states in the nation that has recognized the need for coordination among all state agencies, at a cabinet level, that have responsibility to control invasive species on the ground, as well as regulate the pathways in which invasive species can gain access into the state.

The creation of the council (whose members are the directors or chairs of the Departments of Land and Natural Resources (DLNR,) Agriculture (DOA,) Business, Economic Development, and Tourism (DBEDT,) Health (DOH,) Transportation (DOT) and University of Hawaii (UH,) and other department directors (Hawaiian Home Lands (DHHL,) Commerce and Consumer Affairs (DCCA) and Defense (DOD)) now provides the institutional framework for leadership and coordination for a statewide invasive species prevention and control program.

The first official meeting of the HISC convened on October 29, 2003. HISC members adopted a working committee structure to look at laws, policies, procedures, and needs in the areas of ongoing prevention, early detection/rapid response, research and the application of new technology, and increasing public awareness.

HISC, through the DLNR, received an administrative budget of \$4 million for the year to provide support for the operations of the HISC and its cooperating partners, to develop a comprehensive state-wide invasive species prevention, control, research, and outreach program. These funds will be matched 1:1 with non-state dollars. Of that amount, \$700,000 was budgeted for the Research and Technology Program. A total of fifty sealed project proposals were received and eighteen were selected for funding. ~~received off limited to 2~~ ~~no plan submitted on 12~~

These eighteen Research and Technology projects total \$600,000 and are matched with \$711,043 in non-state dollars. They are:

<u>Attach- ment</u>	<u>Project</u>	<u>Recipient</u>	<u>Amount</u>
A	Implementing Early Detection	Bishop Museum	\$80,000
B	Dinoflagellates in Ballast Water	University of Hawaii (UH)	\$71,000
C	Invasive Ant Control	University of Hawaii	\$70,000
D	Rodenticide Efficacy	USDA NWRC	\$69,700
E	Brown Tree Snake Attractant	USDA NWRC	\$60,835
F	<i>Erythrina</i> Gall Wasp Parasitoids	University of Hawaii	\$45,000
G	Brown Tree Snake Baits	USDA NWRC	\$30,725
H	Invasive Species Database Enhancements	University of Hawaii	\$29,288
I	Natural Enemies of <i>Erythrina</i> Gall Wasp	HDOA	\$23,899
J	Management of <i>Erythrina</i> Gall Wasp	University of Hawaii	\$22,000
K	Nettle Caterpillar Lure Applications	USDA Ag. Research Svc.	\$20,000
L	"Coqui-free" Certification Program	Tri-Isle RCD or UH	\$15,000
M	Aquatic Invasive Species Expertise	Bishop Museum	\$15,000
N	<i>Miconia</i> Biocontrol Survey in Mexico	McClay Ecoscience	\$14,625
O	Himalayan Blackberry Biocontrol	Inst. Pac. Is. Forestry. or UH	\$12,000
P	<i>Miconia</i> Biocontrol Evaluation	Inst. Pac. Is. Forestry. or UH	\$7,700
Q	West Nile Virus in Parakeets	Colorado State University	\$6,864
R	Multi-pest Exclusion Fence	USFWS or USDA NWRC	\$6,364

The project with Hawaii Department of Agriculture (Attachment I) may be awarded as a cooperative agreement with an interdepartmental transfer. Nine other projects of amounts less than \$25,000 (Attachments J-R) may be fulfilled with purchase orders instead of contracts. The project Multi-pest Exclusion Fence (Attachment R) may be combined with the project Rodenticide Efficacy (Attachment D) to create one contract for both projects with the USDA NWRC as the recipient of an amount of \$76,064.

CONTRACT PROVISIONS

The invitation for bids for these proposals was published on the State Procurement Office web site on October 3, 2005 (IFB No. HISC RT 004) and November 7, 2005 (IFB No. HISC RT 005).

Contracts will be negotiated with the principal investigators authorized by the recipients, to implement the projects according to their project descriptions. The standard state contract form will be used and approved by the Attorney General's Office.

Upon approval by the board, the division will submit the contracts for review and approval as to form by the Attorney General, and process the documents for signature by the chairperson.

RECOMMENDATION:

That the board: 1) approve implementation of the HISC Research and Technology Program for FY06; and 2) authorize the chairperson to negotiate and execute contracts subject to:

- a. Scope of services (contract deliverables) as described in the attached proposals,
- b. Availability of state funds; and
- c. Approval as to form by the Attorney General's Office.

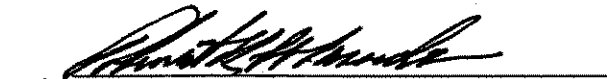
Respectfully submitted,



PAUL J. CONRY, Administrator
Division of Forestry and Wildlife

Attachments A-R

APPROVED FOR SUBMITTAL:


for PETER T. YOUNG, Chairperson
Board of Land and Natural Resources

HAWAII INVASIVE SPECIES COUNCIL
RESEARCH AND TECHNOLOGY PROGRAM

REQUEST FOR PROPOSALS

PROPOSALS DUE: December 8, 2005.

The primary purpose of the program is to initiate and support research that will result in improved prevention, management, or control strategies for alien invasive species in Hawai'i.

Program Goals

- Encourage researchers to address the problems created by alien invasive species.
- Encourage the implementation of technology to prevent the establishment of invasive species.
- Develop effective, science-based management approaches to control alien invasive species.
- Effectively communicate the results of research to the field where it can be applied.
- Promote interagency collaboration and stimulate new partnerships.

General Research Priorities

The Hawaii Invasive Species Council seeks to promote effective tools for the control and management of alien invasive species using the best available scientific information. Research proposals that provide clear links between management and research or the effective application of technology will be given first priority.

Proposal Guidelines

- a. Contact Information Cover Sheet (not counted in the five page maximum).
- b. Proposal using the following format (five page maximum excluding cover sheet for ALL of the following sections, 12 point font, 1 inch margins). CV's will not be counted towards the five page limit.
 - Problem statement
 - Methodology or approach
 - Schedule of activities
 - Description of deliverable products
 - Personnel and Partners
 - Budget

Cover Sheet:

Provide contact information (postal address, phone, e-mail and fax) for the principal investigator of the proposal. The cover sheet should also have the title of the proposal and the total amount requested.

Problem Statement:

Briefly describe the significance of the problem, as well as the manner in which the proposed work will make a contribution to solving the problem. The problem statement should describe how technology will be applied to address invasive species or how the scientific question will affect the development of improved management practices relating to Hawaii's invasive species. Provide a brief review of past and current research relevant to the problem.

Methods or Approach:

Describe the objectives, approach, and methods used in the proposed project.

Schedule of Activities:

Provide an activities timetable, including start date and project completion date. Project completion date must include the completion of deliverable products.

Description of Deliverable Products:

Describe deliverable product and how the project will effectively communicate the results of the research.

Personnel and Partners:

Indicate who will carry out the research, as well as a brief statement of the investigator(s') qualifications and experience with regard to the proposed work. Include one copy of the CV for the principal investigator. The CV will not be counted as part of the five page proposal length limit.

Budget:

Clearly delineate costs to be met by HISC and those to be provided by other sources. Funds must be matched 1:1 with non-State of Hawaii funds. In-kind resources will be considered.

Grant Size

Availability of funds may necessitate that we fund a proposal at an amount lower than requested. If this occurs the PI may be asked to provide a revised scope of work.

Project Selection & Criteria

Proposals will be reviewed by an advisory panel representing resource managers and the scientific community. In addition to supporting research that will lead to improved management strategies, it is the intent of the program to support research of the highest quality. The criteria to be used in evaluating proposed projects include: 1) relevance to Hawaii's invasive species issues; 2) clearly developed hypotheses and methods; 3) utility of research results; 4) applicability of results; and 5) how the results will be communicated.

Schedule

Proposals due:	postmarked or received electronically by midnight, December 8, 2005
Notification of award or denial:	January 2005

Inquiries

Please direct inquiries to

Mark Defley
Plan Implementation Manager
Hawaii Invasive Species Council
Phone (808) 587-4154 Fax (808) 587-0160
Mark.Defley@hawaii.gov

The **original proposal and 5 copies** should be sent to:

Mark Defley
Plan Implementation Manager
Hawaii Invasive Species Council
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Honolulu, HI 96813

OR

Send proposals electronically to DLNR.HISC@hawaii.gov
Required: Call (808) 587-4154 to confirm receipt.